

Filed for record June 20 1863 at 1 o'clock P.M.

J. G. Hawk Recorder

#408

Leas Mills
Le Mortgage
School Fund

This Indenture Made and Executed this 16th day of January A.D. 1863 by and between Leas Mills and Elizabeth Mills his wife of the County of Madison and State of Iowa parties of the first part and Mr. R. L. Linnick of the County of Madison and State of Iowa parties of the second part

29-76-28

Witnesseth that the said parties of the first part in and for the
 consideration of the sum of Seventy five Dollars to them in hand
 paid by the said party of the second part the receipt of which is hereby
 acknowledged, do by these presents grant bargain sell and convey
 unto the said party of the second part and to his successors in office
 the following described Real Estate lying and being situate in the
 County of Madison and State of Iowa to wit: The South East q
 of the North East q of Section 36 Twenty Nine 29 Township
 36 or Seventy Six 76 North of Range 36 Twenty Eight 28 West of
 the 5th P. M. Iowa To have and to hold the premises above
 described, with all and singular the appurtenances thereunto belonging
 unto him the said party of the second part and to his successors in
 office forever and the said Enos Mills and Elizabeth Mills
 his wife hereby releases all and relinquishes all their right of
 power and interest, in and to the above described Real Estate
 provided, covenants and these presents are upon the following
 express conditions and none other to wit: Whereas the said Enos
 Mills has this day borrowed out of the School Funds of said
 County the above sum of Seventy five Dollars payable in five
 years from the date hereof with interest at the rate of Ten per
 centum per annum payable on the first day of January next
 and annually thereafter until paid, for which said sum with
 interest as aforesaid, the said Enos Mills with Henry Sumner
 and John W. Thompson as sureties has this day executed his
 promissory note Now if the said Enos Mills shall well and
 truly pay or cause to be paid unto the said Mr. L. L. Linscott
 Clerk as aforesaid or to his successors in office the said sum
 of money and the interest accrued thereon as aforesaid then
 this conveyance to become utterly null and void, and it is expres-
 sly agreed, that this Mortgage is made in accordance with and sub-
 ject to all the provisions of an act of the eighth general assembly
 of the State of Iowa entitled, an act providing for the Management
 of the School Lands and the sale of the School Lands being article
 one of Chapter 86 of the revision of 1860 In Testimony whereof
 we have hereunto set our hands and affixed our Seals

State of Iowa Madison County ss

Be it Remembered, that on this

Seventeenth day of January A.D. 1863 before me the undersigned

a Notary Public in and for said County personally appeared

the said Enos Mills and Elizabeth Mills his wife

Enos Mills

Elizabeth Mills

Seal

Seal

April 3 1863
 Witnessed in full of the above Mortgage
 My hand and seal this day of January 1863

To me personally known to be the identical persons whose names are affixed to the foregoing instrument as grantors and acknowledged the execution of the same to be their voluntary act and deed, and that they executed the same for the uses and purposes therein contained. Witness my hand and official seal this 17th day of June last above written.

Bo. G. Munro, Notary
Public in and for Madison

County Iowa,

Filed for record June 17 1963 at 10 o'clock AM